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FILED
2008 JUL 31 PM 3:06
CLERK US DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA
BY ______ DEPUTY

Attorneys for Defendant HSBC AUTO FINANCE INC.

UNITED STATES DISTRICT COURT

SOUTHERN DISTRICT OF CALIFORNIA

'08 CV 1391 BEN RBB

ANDREW WILLIAMS, RODERICK MURRIEL, ALFRED LARRAGA, CHAD ALEXANDER and CYNTHIA JIMENEZ, Plaintiffs, v. HSBC - AUTO FINANCE and DOES 1-20, Inclusive, Defendant.	Case No. ______ **NOTICE OF REMOVAL OF CIVIL ACTION**

TO THE CLERK OF THE ABOVE-ENTITLED COURT:

NOTICE IS HEREBY GIVEN that, pursuant to 28 U.S.C. sections 1441(a) and 1446, defendant HSBC AUTO FINANCE INC. ("HSBC" or "Defendant") hereby removes to this Court this action from the Superior Court of the State of California for the County of San Diego, and respectfully submits the following statement of facts, which entitle it to removal:

1. On November 7, 2007, plaintiffs Andrew Williams, Roderick Murriel, Alfred Larraga, Chad Alexander, and Cynthia Jimenez (collectively "Plaintiffs") filed a lawsuit against HSBC in the Superior Court of the State of California for the County of San Diego, Central Division, entitled *ANDREW WILLIAMS, RODERICK MURRIEL, ALFRED LARRAGA, CHAD ALEXANDER AND CYNTHIA JIMENEZ, Plaintiffs, vs. HSBC – AUTO FINANCE and Does, 1 through 20, inclusive,*

Defendants, Superior Court Case No. 37-2007-00081369-CU-CR-CTL. On or about July 29, 2008, Plaintiffs filed their First Amended Complaint (the "FAC") in the Superior Court of the State of California for the County of San Diego, Central Division. Pursuant to a stipulation between Plaintiffs and HSBC, HSBC was deemed served with a copy of the FAC in the state action on July 17, 2008.

2. This Notice of Removal is timely as it is filed within thirty (30) days of Plaintiffs' service of the FAC on HSBC. 28 U.S.C. § 1446(b).

3. True and correct copies of the Summons, original Complaint, and additional notices and documents which Plaintiffs served therewith are attached hereto as Exhibit "A."

4. True and correct copies of the Stipulation for Filing First Amended Complaint and the FAC are attached hereto as Exhibit "B."

5. This action is a civil action over which this Court has original jurisdiction based on a federal question under the provisions of 28 U.S.C. section 1331, and is one which may be removed to this Court by HSBC pursuant to the provisions of 28 U.S.C. section 1441(a), in that it is a civil action wherein this Court has original jurisdiction.

6. Plaintiffs have styled their FAC as one seeking damages for, *inter alia*, violations of two federal statutes, the Fair Debt Collection Practices Act ("FDCPA"), 15 U.S.C. § 1692 *et seq*., and the Fair Credit Reporting Act ("FCRA"), 15 U.S.C. § 1681 *et seq*. (FAC, p.1, Caption).

7. Plaintiffs seek to recover a statutory penalty under the FDCPA. (FAC, p. 14, ¶ 3 (requesting "statutory damages in the amount of $1,000 pursuant to the provisions of 15 USC 1692k")). Plaintiffs' original Complaint, filed on November 7, 2007, did not include such a prayer for relief under the FDCPA.

8. Plaintiffs also allege that they were required, as part of their duties, to take actions that violated the FCRA. (FAC, p. 8, ¶ 36).

9. 15 U.S.C. 1692k provides for civil liability for violations of the FDCPA. In relevant part, 15 U.S.C. 1692k states:

> Except as otherwise provided by this section, any debt collector who fails to comply with any provision of this subchapter with respect to any person is liable . . .
>
> (2) (A) in the case of any action by an individual, such additional damages as the court may allow, but not exceeding $1,000.

10. On this date of July 31, 2008, a Notice of Removal of Case to Federal Court is being served on Plaintiffs' attorney of record and filed in the state court action with the Clerk of the Superior Court of the State of California, County of San Diego, Central Division.

WHEREFORE, Defendant hereby gives notice that this action is removed from the Superior Court of the State of California for the County of San Diego, Central Division to this United States District Court for the Southern District of California.

DATED: July 31, 2008

LUCE, FORWARD, HAMILTON & SCRIPPS LLP

By: [signature]

Kathryn A. Bernert
Nykia J. Wilson
Attorneys for Defendant HSBC AUTO FINANCE INC.

101106719.3

EXHIBIT A

SUM-100

SUMMONS
(CITACION JUDICIAL)

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

07 NOV -7 PM 1:23

SAN DIEGO COUNTY, CA

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):
HSBC-AUTO FINANCE AND DOES 1-20, INCLUSIVE

YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):
ANDREW WILLIAMS, RODERICK MURRIEL, ALFRED LARRAGA, CHAD ALEXANDER AND CYNTHIA JIMENEZ

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.courtinfo.ca.gov/selfhelp/espanol/), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.courtinfo.ca.gov/selfhelp/espanol/) o poniéndose en contacto con la corte o el colegio de abogados locales.

The name and address of the court is:
(El nombre y dirección de la corte es):
Superior Court of California County of San Diego,
330 West Broadway, San Diego, California 92101

CASE NUMBER: *(Número del Caso):* 37-2007-00081369-CU-CR-CTL

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Roy L. Landers Attorney at Law
7840 Mission Center Court, Suite 101 ~ San Diego, CA 92108 ~ (619) 296-7898

DATE: *(Fecha)* NOV 0 7 2007 Clerk, by *(Secretario)* E. SCHEITT , Deputy *(Adjunto)*

(For proof of service of this summons, use Proof of Service of Summons *(form POS-010).)*
(Para prueba de entrega de esta citatión use el formulario Proof of Service of Summons, *(POS-010)).*

[SEAL]

SUPERIOR COURT SAN DIEGO COUNTY, CA

NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of *(specify)*:
3. ☐ on behalf of *(specify)*:

   under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
   ☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
   ☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
   ☐ other *(specify)*:
4. ☐ by personal delivery on *(date)*:

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):
Roy L. Landers Attorney at Law; Bar #64920
7840 MIssion Center Court, Suite 101
San Diego, CA 92108
TELEPHONE NO.: 619-296-7898 FAX NO.: 619-296-5611
ATTORNEY FOR (Name): Andrew Williams, et al.,

FOR COURT USE ONLY

SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Diego
STREET ADDRESS: 330 West Broadway
MAILING ADDRESS: 330 West Broadway
CITY AND ZIP CODE: San Diego, California 92101
BRANCH NAME:

CASE NAME: Andrew Williams, et al., vs. HSBC-Auto Finance, et al.,

CIVIL CASE COVER SHEET

[✓] Unlimited (Amount demanded exceeds $25,000) [ ] Limited (Amount demanded is $25,000 or less)

Complex Case Designation
[ ] Counter [ ] Joinder
Filed with first appearance by defendant (Cal. Rules of Court, rule 1811)

CASE NUMBER: 37-2007-00081369-CU-CR-CTL
JUDGE:
DEPT:

Items 1–5 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

Auto Tort
- [ ] Auto (22)
- [ ] Uninsured motorist (46)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort
- [ ] Asbestos (04)
- [ ] Product liability (24)
- [ ] Medical malpractice (45)
- [ ] Other PI/PD/WD (23)

Non-PI/PD/WD (Other) Tort
- [ ] Business tort/unfair business practice (07)
- [✓] Civil rights (08)
- [ ] Defamation (13)
- [ ] Fraud (16)
- [ ] Intellectual property (19)
- [ ] Professional negligence (25)
- [ ] Other non-PI/PD/WD tort (35)

Employment
- [ ] Wrongful termination (36)
- [ ] Other employment (15)

Contract
- [ ] Breach of contract/warranty (06)
- [ ] Collections (09)
- [ ] Insurance coverage (18)
- [ ] Other contract (37)

Real Property
- [ ] Eminent domain/Inverse condemnation (14)
- [ ] Wrongful eviction (33)
- [ ] Other real property (26)

Unlawful Detainer
- [ ] Commercial (31)
- [ ] Residential (32)
- [ ] Drugs (38)

Judicial Review
- [ ] Asset forfeiture (05)
- [ ] Petition re: arbitration award (11)
- [ ] Writ of mandate (02)
- [ ] Other judicial review (39)

Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 1800–1812)
- [ ] Antitrust/Trade regulation (03)
- [ ] Construction defect (10)
- [ ] Mass tort (40)
- [ ] Securities litigation (28)
- [ ] Environmental/Toxic tort (30)
- [ ] Insurance coverage claims arising from the above listed provisionally complex case types (41)

Enforcement of Judgment
- [ ] Enforcement of judgment (20)

Miscellaneous Civil Complaint
- [ ] RICO (27)
- [ ] Other complaint (*not specified above*) (42)

Miscellaneous Civil Petition
- [ ] Partnership and corporate governance (21)
- [ ] Other petition (*not specified above*) (43)

2. This case [ ] is [✓] is not complex under rule 1800 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
   a. [ ] Large number of separately represented parties
   b. [ ] Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
   c. [ ] Substantial amount of documentary evidence
   d. [ ] Large number of witnesses
   e. [ ] Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
   f. [ ] Substantial postjudgment judicial supervision
3. Type of remedies sought (*check all that apply*):
   a. [✓] monetary b. [✓] nonmonetary; declaratory or injunctive relief c. [✓] punitive
4. Number of causes of action (*specify*): Four (4)
5. This case [ ] is [✓] is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (*You may use form CM-015.*)

Date: November 7, 2007
Roy L. Landers
(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE
- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 201.8.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 1800 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a complex case, this cover sheet will be used for statistical purposes only.

Form Adopted for Mandatory Use
Judicial Council of California
CM-010 [Rev. January 1, 2006]

CIVIL CASE COVER SHEET

Cal. Rules of Court, rules 201.8, 1800–1812;
Standards of Judicial Administration, § 19
www.JuriSearch.com

LAW OFFICES OF ROY L. LANDERS
ROY L. LANDERS (BAR #64920)
7840 MISSION CENTER COURT, SUITE 101
SAN DIEGO, CALIFORNIA 92108
TELEPHONE (619) 296-7898
FACSIMILE (619) 296-5611

Attorney for Plaintiffs, Andrew Williams, Roderick Murriel, Alfred Larraga, Chad Alexander and Cynthia Jimenez

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN DIEGO-SAN DIEGO JUDICIAL DISTRICT

ANDREW WILLIAMS, RODERICK MURRIEL, ALFRED LARRAGA, CHAD ALEXANDER AND CYNTHIA JIMENEZ Plaintiffs, vs. HSBC-AUTO FINANCE AND DOES, 1-20, INCLUSIVE Defendants.	Case No.: 37-2007-00081369-CU-CR-CTL COMPLAINT FOR DAMAGES RE: VIOLATION OF CIVIL RIGHTS RE: RACE DISCRIMINATION; SEXUAL HARASSMENT; RETALIATION; WRONGFUL CONSTRUCTIVE TERMINATION OF EMPLOYMENT IN VIOLATION OF PUBLIC POLICY; WRONGFUL TERMINATIONAL IN VIOLATION OF PUBLIC POLICY; VIOLATION OF LABOR CODE SECTIONS 2856 AND 1102.5; VIOLATION OF FAIR DEBT COLLECTION PRACTICE ACT; UNLAWFUL AND UNFAIR BUSINESS PRACTICE; INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS; NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS;PUNITIVE DAMAGES

Plaintiffs allege:

I

FACTS COMMON TO ALL CAUSE OF ACTION

1. At all times material to this complaint, defendant HSBC was a duly organized corporate entity authorized and conducting business within the State of California and County of San Diego.

2. Defendants Does 1-20, are sued under fictitious names pursuant to Code of Civil Procedure section 474. Plaintiffs are informed and believe and on that basis allege, that each defendant sued under such fictitious names is in some manner responsible for the wrongs and damages alleged in this complaint and in so acting was functioning as the agent, servant, partner, and employee of the

codefendants, and in committing the actions mentioned herein was acting within the course and scope of his or her authority as such agent, servant, partner, and employee with the permission and consent of the codefendants.

3. Plaintiff Andrew Williams has been employed with defendant HSBC or previous entities of which HSBC acquired for approximately nine years. His primary duty and responsibility has been to collect past due debts from debtors of HSBC who owe on vehicles financed by HSBC. Plaintiff Williams's title has been that of "Collector". At all times during the tenor of his employment, plaintiff Williams has been a good performing employee performing his duties in a satisfactory and acceptable manner on behalf of HSBC.

4. Plaintiff Alfred Larraga has been employed with defendant HSBC for more than five years as a collector, among other employee functions, and also performed the duties and responsibilities of collecting past due debts from debtors of HSBC. At all times during his employment, plaintiff Larraga has performed his duties in a satisfactory manner on behalf of HSBC.

5. Plaintiff Chad Alexander was employed by HSBC in the capacity of a collector with his primary duties being a collector of past due debts from debtors of HSBC. At all times herein plaintiff Alexander performed his duties in a satisfactory and competent manner on behalf of HSBC.

6. Plaintiff's Cynthia Jimenez and Roderick Murriel at all times herein were collectors on behalf of defendant HSBC with duties and responsibilities of collecting outstanding debts from debtors of HSBC. Plaintiff's Murriel and Jimenez each worked for HSBC for more than two years prior to their termination from HSBC's employment.

7. At all times herein each of the plaintiffs, as collectors of debts from debtors, was required to follow debt collection laws under the Federal Fair Debt Collection Act (FDCPA 15 USC § 1692 et. seq.) and the California Debt Collection Act (Calif. Civ. Code § 1788-1788.33). Defendant HSBC, as a creditor and collector of debt and employer of persons collecting such debts was also required to follow the laws governing the manner in which debt collection was to be carried out on a day to day basis.

//

//

I

FIRST CAUSE OF ACTION

(Discrimination In Employment On The Basis Of Race)

8. The allegations of paragraphs 1-7 are realleged and incorporated herein by reference. This cause of action is on behalf of plaintiffs Andrew Williams and Roderick Murriel.

9. At all times herein mentioned Government Code sections 12940 et seq. were in full force and effect and were binding on defendants. These sections require defendants to refrain from discriminating against any employee on the basis of race, among other things. Within the time provided by law, plaintiffs filed a complaint with the California Department of Fair Employment and Housing, in full compliance with these sections, and received a right-to-sue letter.

10. During the course of plaintiffs' employment, plaintiffs made application for promotion to supervisor and other management positions offered by defendant at various and sundry times. Plaintiffs, African-Americans, although qualified for such positions were denied promotions to manager and/or supervisor. On numerous occasions white employees less qualified than plaintiffs was promoted to manager or supervisor. Plaintiff Andrew Williams on more than one occasion had trained the person who ultimately was promoted to the position of supervisor/manager.

11. Plaintiffs inquired as to why they were not considered for promotion to supervisor/manager. The response generally was that plaintiffs would be considered for the next open supervisor/manager position. Plaintiffs' were in fact not considered for open supervisor or managers positions and on more than one occasion plaintiffs' are informed and believe and thereon allege that defendant did not post the open position to employees for an opportunity to apply for management positions. Defendant simply promoted whom they chose and did not give plaintiffs' an opportunity to apply and be considered for promotion. Plaintiffs' protested to defendants that such actions were unfair and discriminatory. Defendants ignored plaintiffs' protest.

12. These discriminatory practices have prevailed since plaintiffs' employment with defendant and continue to prevail up to the time of the filing of this action.

13. Plaintiffs are informed and believe and thereon allege that their race (African-American) was a factor in defendants' refusal to promote them. Such discrimination is in violation of Government Code section 12940 et seq. and has resulted in damage and injury to plaintiffs as alleged herein.

14. As a proximate result of defendants' willful, knowing, and intentional discrimination against plaintiffs, plaintiffs have sustained and continue to sustain substantial losses in earnings and other employment benefits all to their damage in an amount to be determined at time of trial.

15. As a proximate result of defendants' willful, knowing and intentional discrimination against plaintiffs they have suffered and continue to suffer humiliation, emotional distress, and mental and physical pain, suffering and anguish, all to their damage in a sum according to proof.

16. In light of defendants' willful, knowing, and intentional discrimination against plaintiffs, plaintiffs seek an award of punitive and exemplary damages in an amount according to proof.

17. Plaintiffs have incurred and continue to incur legal expenses and attorney fees. Plaintiffs are presently unaware of the precise amount of these expenses and fees and prays leave of court to amend this complaint when the amounts are more fully known.

II

SECOND CAUSE OF ACTION

(Sexual Harassment)

18. The allegations of paragraphs 1-7 are realleged and incorporated herein by reference. This cause of action is on behalf of plaintiff Roderick Murriel.

19. At all times mentioned in this complaint, Government Code sections 12940 et seq. were in full force and effect and were binding on defendants. These sections require defendants to refrain from discriminating against and harassing any employee on the basis of sex, among other things. Within the time provided by law, plaintiff filed a complaint with the California Department of Fair Employment and Housing, in full compliance with these sections, and received a right-to-sue-letter.

20. During the course of plaintiff Murriel's employment with defendants, defendants allowed and created a sexually hostile environment and discriminated against and harassed plaintiff on the basis of plaintiff's sex. The discriminatory action was perpetrated by one of defendants managing agents, which also was plaintiff's direct supervisor. The actions that constituted sexual harassment are:

(a) Plaintiff's female supervisor made sexual advancements toward plaintiff on and off the job. Plaintiff and said supervisor were intimately involved in a sexual manner.

(b). Subsequently, plaintiff told his female supervisor that he no longer wanted to be involved with here in a sexual relationship and wanted to work for defendants free from any perceived or actual pressure to continue having sex with his supervisor. Plaintiff's request was ignored and his supervisor continued to pursue him and request sexual favors from him. Plaintiff continued to rebuff his supervisor's advances and his work environment became increasing hostile due to his supervisors continued pressure to have sex with her.

(c). Subsequently, plaintiff complained to defendants that he was being sexually harassed by his supervisor. Rather than taking plaintiff's complaint seriously, defendants told plaintiff that it was unbelievable that the female supervisor would be having a sexual relationship with plaintiff or that she even suggested such a relationship. Plaintiff was put on notice by defendants that he would be subject to termination and possible legal action for making such statements. Plaintiff was shocked, hurt and humiliated to be treated in the manner he was treated by defendants. Defendants did nothing to investigate his complaints and put plaintiff on notice that unless he ceased from making such complaints his employment was in jeopardy.

21. Plaintiff is informed and believes and thereon alleges that his female supervisor then filed a complaint against him, with defendants, alleging that he was making false statements about her and that it was plaintiff making sexual advances against her rather than her against him. Contrary to how defendants reacted to plaintiff's complaint, defendant put plaintiff on notice that he was under investigation and that he could lose his job. Plaintiff was put under tremendous pressure and stress and told he would be fired unless he could show proof of his original allegations against the female supervisor. Plaintiff did in fact show documentation to defendants that he had been pursued by the female supervisor via on and off defendants' premises. Thereafter, defendant reversed the original threat to terminate plaintiff and instead terminated plaintiff's female supervisor.

22. After the termination of plaintiff's supervisor, several of plaintiff's co-workers accused plaintiff of getting the female supervisor fired and even resorted to sending plaintiff emails that suggested he was not wanted in the working environment. When plaintiff protested the manner in which he was

being treated, defendants did nothing to stop it and further informed plaintiff that he himself would be subject to termination if plaintiff was not careful.

23. Plaintiff has since been ostracized within the employment of defendants and suffered extreme emotional and mental distress to the point where he was forced to resign from employment with defendants all to this damage in an amount to be determined at time of trial. Such discrimination and harassment, as complained of herein, is in violation of Government Code section 12940 et seq. and the public policy embodied therein, and has resulted in damage and injury to plaintiff as alleged herein.

24. As a proximate result of defendants' conduct, plaintiff has suffered and continues to suffer humiliation, emotional distress, and mental and physical pain and anguish, all to his damage in a sum according to proof.

25. Defendants' conduct as described above was willful, despicable, knowing, and intentional; accordingly, plaintiff seeks an award of punitive and exemplary damages in an amount according to proof.

26. Plaintiff has incurred and continues to incur legal expenses and attorney fees. Plaintiff is presently unaware of the precise amount of these expenses and fees and prays leave of court to amend this complaint when the amounts are more fully known.

III

THIRD CAUSE OF ACTION

(Violation of Calif. Constitutional Rights)

27. The allegations of the First and Second Causes of Action are realleged and incorporated herein by reference. This cause of action is on behalf of plaintiffs Williams and Murriel.

28. At all times mentioned in this complaint, California Constitution Article I, Section 8 was in full force and effect and was binding on defendants. This section requires defendants to refrain from discrimination against any employee on the basis of race or sex.

29. Plaintiffs believe and thereon allege that their race and in addition, as to plaintiff Murriel his sex, were factors in defendants' refusal to promote them and to protect Murriel from a hostile working environment. These discriminatory actions have occurred within a year from the filing of

this action and such actions are in violation of the public policy of the State of California as reflected in California Constitution Article I, Section 8, and has resulted in damages and injury to plaintiffs as alleged herein.

30 As a proximate result of defendants' willful, knowing and intentional discrimination against plaintiffs, they have sustained and continue to sustain substantial losses in earnings and other employment benefits.

31. As a proximate result of defendants' willful, knowing, and intentional discrimination against plaintiffs, they have suffered and continue to suffer humiliation, emotional distress, and mental and physical pain and anguish, all to their damage in a sum according to proof.

32. In light of defendants' willful, knowing, and intentional discrimination against plaintiffs, plaintiffs seek an award of punitive and exemplary damages in an amount according to proof.

33. Plaintiffs have incurred and continue to incur legal expenses and attorney's fees. Plaintiffs are presently unaware of the precise amount of these expenses and fees and pray leave of court to amend this complaint when the amounts are more fully known.

IV

FOURTH CAUSE OF ACTION

(Violation of California Govt. Code Section 12940(h))

34. The allegations of paragraphs 1-7 are realleged and incorporated herein by reference. This action is brought on behalf of plaintiff Chad Alexander.

35. At all times herein Calif. Govt. Code section 12940 (h) was in full force and effect and applies to the allegations contained within this cause of action.

36. During the time of his employment with defendants, plaintiff Chad Alexander ("Alexander"), a Caucasian, observed what he perceived to be racial discrimination practices by defendants with respect to defendants lack of promotional opportunities for African-Americans (specifically regarding plaintiffs Williams and Murriel) to supervisor or management positions. Plaintiff protested these actions to defendants' management. Subsequently, plaintiff's workloads was changed and work circumstances manipulated to the extent that plaintiff could no longer perform his duties satisfactory and ultimately plaintiff was placed on disciplinary actions for alleged failure

to perform his job. Prior to plaintiff protesting what he observed to be racial discrimination against plaintiffs Williams and Murriel, his work performance was deemed satisfactory and in fact plaintiff had on several occasions exceeded the duties and responsibilities expected of him.

37. Ultimately, defendants created such barriers to plaintiff's ability to perform his job that plaintiff was not able to meet the demands placed upon him by defendants. Defendants then terminated plaintiff's employment alleging that his job performance was unsatisfactory.

38. Plaintiff is informed and believes and thereon alleges that the alleged reason given for his termination by defendants is a pretext to cover up the real reason for termination of his employment that being, in part, the fact that he protested the illegal and discriminatory actions of defendants against African-Americans with regard to promotional opportunities.

39. The actions of defendants violate the provisions of Govt. Code section 12940(h) which prohibit termination or retaliation of an employee for opposing any practice forbidden by the California Department of Fair Employment and Housing (FEHA).

40. Prior to the filing of this action plaintiff filed a complaint the FEHA and obtained a right-to-sue-letter within the time required.

41. As a proximate result of defendants' willful, knowing, and intentional discrimination against plaintiff, he has suffered and continues to suffer substantial losses in earnings and other employment benefits.

42. As a proximate result of defendants' willful, knowing, and intentional discrimination against plaintiff he has suffered and continues to suffer humiliation, emotional distress, and mental and physical pain and anguish, all to his damage in a sum according to proof.

43. In light of defendants, willful, knowing and intentional discrimination against plaintiff, plaintiff seeks an award of punitive and exemplary damages in an amount according to proof.

44. Plaintiff has incurred and continues to incur legal expenses and attorney fees. Plaintiff is presently unaware of the precise amount of these expenses and fees and prays leave of court to amend this complaint when the amounts are more fully known.

//

V

FIFTH CAUSE OF ACTION

(VIOLATION OF LABOR CODES SECTIONS 2856 AND 1102.5)

45. The allegations of paragraphs 1-7 are realleged and incorporated by reference herein.

46. Each of the plaintiffs worked as debt collectors on behalf of defendants attempting to collect debts owed to defendant HSBC by various and sundry debtors.

47. During the course of their employment, each of the plaintiffs were encouraged to and required, as a part of their duties, to make telephone calls, assign collections to outside collection agencies and repossession agents that plaintiffs understood violated the rights of debtors and also violated California Debt Collection Practices (Calif. Civil Code sections 1788-1788.33) and the Federal Fair Debt Collection Practice Act. (FDCPA) (15 USC Section 1962.

48. These prompted and encouraged acts included, but were not limited to:

(a) Unconscionable and unfair means of collections such as discharging debts of debtors and then assigning the alleged discharged debt to a collection agency and harassing the debtor for said debt.

(b) Intentionally misrepresenting to debtors that a lawsuit would be filed against the debtor when in fact defendant HSBC had no intention of doing so and did not file such an action;

(c) Wrongfully contacting third parties such as neighbors and family members of debtors and seeking personal and private information about the subject debtor and requesting the third parties assistance in finding or providing information on debtors in return for financial or other compensation;

(d) Making threats to debtors with prior knowledge that defendant HSBC had no intention of carrying out the threat;

(e) Harassing debtors with incessant and repeated phones calls within time periods that the California Debt Collection and FCPA did not allow.

(f) Use of abusive and obscene language in coercing debtors to pay outstanding balances owed to defendant HSBC.

49. Plaintiffs protested these practices and refused to comply with defendants requests. On numerous occasions plaintiffs filed complaints with defendants and informed defendant HSBC that management and supervisory personnel, as a condition of continued employment, regularly required plaintiffs to violate the rights of debtors as alleged herein and begin to be punitive with employees that did not comply with said requests. Such punitive and retaliatory actions included reassignments and work loads that caused plaintiffs to fail to meet quotas and collection goals set by HSBC whereas the plaintiffs had been meeting such goals prior to making the protests to defendants.

50. Plaintiff's also presented to defendants written proof of theft, embezzlement and other improprieties of certain management employees. Defendant did nothing to investigate or other respond to the factual proof provided by plaintiffs.

51. Plaintiff's filed complaints with the California Attorney General's office and are informed and believe and thereon allege that defendants became aware of said complaints. Thereafter defendants continued to create a hostile and stress filled working environment within which plaintiffs were required to work and ultimately caused plaintiffs to become so stressed, worried and chagrined that they each have had to seek professional medical and psychological help and have lost wages and other benefits all to their damage in an amount to be determined at time of trial.

52. Despite plaintiffs complaints and refusal to violate debt collector laws, defendants have consistently told plaintiffs it was not their job to do anything but what they are told. Defendants even acknowledged that some of its practices violated debt collector laws but that plaintiffs should continue to comply with defendants' work requests. Plaintiffs were told "just do what we tell you and we will deal with the lawsuits if they come".

53. Plaintiffs have refused to work under such circumstances and continue to refuse to work under such circumstances.

54. Because of the unlawful requirements placed upon plaintiffs to violate California and Federal fair debt collection practice acts and defendants' refusal to investigate the allegations of such practices, defendants placed plaintiffs in a position that caused them great stress, aggravation, humiliation and fear that they could be held liable for any claims made by any debtor alleging

unlawful debt collection practice actions against plaintiffs as employees of defendant HSBC. Plaintiffs have suffered damages in the following manner as a result of defendants' actions:

(a) Plaintiff Andrew Williams has suffered great and extreme emotional distress to the extent that he has been placed under doctor and psychiatric care and has been caused to miss work and substantial income due.

(b) Plaintiff Al Larraga has suffered great and extreme emotional distress to the extent he has been forced to seek medical and psychological assistance and has suffered loss of pay and days of work as a direct result of defendants' actions.

(c) Plaintiff Cynthia Jimenez has suffered such emotional and mental distress to the point that she has been forced to resign her employment with defendant because of defendant's failure and refusal to cease and desist from requiring employees to work in a manner that causes them to violate the laws governing fair debt collection practice.

(d) Plaintiff Roderick Murriel has suffered great and extreme emotional distress to the point that he has been forced to resign his employment with defendant because of defendants' failure and refusal to cease and desist from requiring employees to work in a manner that causes them to violate the laws governing fair debt collection practice.

(e) Plaintiff Chad Alexander has suffered emotional and mental distress and has been summarily terminated from his job, in part, based upon his protests and failure to violate debt collection practice statutes and regulations.

55. The actions of defendants violated the prohibitive provisions of California Labor Code section 2856 and 1102.5.

56. Labor Code section 2856 states "an employee shall substantially comply with all the directions of his employer concerning the service on which he is engaged, except where such obedience is impossible or unlawful, or would impose new and unreasonable burdens upon the employee".

57. Labor Code section 1102.5 states in pertinent part: "(a) An employer may not make, adopt, or enforce any rule, regulation, or policy preventing an employee from disclosing information to a government or law enforcement agency, where the employee has reasonable cause to believe that the information discloses a violation of state or federal statue, or violation or noncompliance with a

state or federal rule or regulation". (b) "An employer may not retaliate against an employee for disclosing information to a government or law enforcement agency, where the employee has reasonable cause to believe that the information discloses a violation of state or federal statute, or a violation or noncompliance with a state or federal rule or regulation". (c) "An employer may not retaliate against an employee for refusing to participate in an activity that would result in a violation of a state or federal statue, or a violation or noncompliance with a state or federal rule or regulation". Subsection (f) of Labor Code section 1102.5 provides that: "in addition to other penalties, an employer that is a corporation or limited liability company is liable for a civil penalty not exceeding ten thousand dollars ($10,000) for each violation of this section.

58. Defendants actions complained of herein violated Labor Code section 1102.5 subsections (a)-(c). As such plaintiffs, pursuant to the provisions of Labor Code section 2856, did not have to follow directions and/or orders by defendants to violate fair debt collection practice laws and regulations.

59. Plaintiffs are entitled to and do seek damages under Labor Code section 1102.5 in the amount of $10,000 for each violation as allowed under the statute in addition to other penalties and claims made herein.

VI

SIXTH CAUSE OF ACTION

(Wrongful Termination of Employment In Violation of Public Policy)

60. The allegations of the First through the Fifth Cause of Action are incorporated herein as though set forth fully. This action is on behalf of plaintiffs Chad Alexander, Roderick Murriel and Cynthia Jimenez.

61. At all times herein Plaintiff Roderick Murriel believes and thereon alleges that his gender and race was a factor in the manner in which he has been treated. At all times herein Plaintiff Chad Alexander believes and thereon alleges that his protesting the manner in which defendants discriminated against African-Americans in promotional opportunities was a factor in his treatment and ultimate termination of employment. At all times herein Plaintiffs Cynthia Jimenez, Roderick Murriel and Chad Alexander believes and thereon allege that their protesting of defendants

requirement to violate fair debt collection practice laws and regulations was a factor in defendants creating a hostile working environment such that they were terminated and/or forced to resign and was constructively terminated from their positions.

62. As a result of plaintiffs' complaints and protests defendants violated their civil rights and/or violated Labor Code laws prohibiting the actions complained of by the plaintiffs herein. Such actions violated the public policy embodied within Govt. Code sections 12940 et. seq. and Labor Code code sections 1102.5 and California Constitution Article I, Section 8.

63. Plaintiff's Murriel and Jimenez allege that the actions of defendants causing them to leave their employment amount to a constructive discharge of employment in violation of public policy.

64. Plaintiff Chad Alexander alleges that the actions of defendants by terminating his employment amounts to retaliation and wrongful termination on the basis of violation of a public policy.

65. As a proximate result of defendants' willful, knowing, and intentional discrimination against plaintiffs, they have sustained and continue to sustain substantial losses in earnings and other employment benefits.

66. As a proximate result of defendants' willful, knowing, and intentional discrimination and retaliation against plaintiffs, they have suffered and continue to suffer humiliation, emotional distress, and mental and physical pain and anguish, all to their damage in a sum according to proof.

67. In light of defendants' willful, knowing, and intentional discrimination against plaintiff, plaintiff seeks an award of punitive and exemplary damages in an amount according to proof.

68. Plaintiffs have incurred and continue to incur legal expenses and attorney fees. Plaintiffs are presently unaware of the precise amount of these expenses and fees and pray leave of court to amend this complaint when the amounts are more fully known.

VII

SEVENTH CAUSE OF ACTION

(Intentional Infliction of Emotional Distress)

69. Plaintiffs reallege the allegations of the Sixth Cause of action and incorporate the same herein.

70. Defendants actions were willful, intentional, malicious and done with conscious disregard of the rights of plaintiffs and designed to cause and did cause plaintiffs extreme mental and emotional suffering all to their damage in an amount to be determined at time of trial.

71. Defendants' conduct, as described above, was willful, despicable, knowing, and intentional. Accordingly, plaintiffs seek an award of punitive and exemplary damages in an amount according to proof.

VIII

EIGHTH CAUSE OF ACTION

(Negligent Infliction of Emotional Distress)

72. Plaintiffs reallege the allegations of the Seventh Cause of Action as though set forth fully herein.

73. Defendants, as an employer, had a duty to not do anything to cause hurt or damage to plaintiffs with regard to their civil rights or their rights under California Labor Code section 1102.5. Defendants knew or should have with the exercise of reasonable care that violation of plaintiffs' civil rights or violations of their rights under the California Labor Code would cause plaintiffs damage.

74. Defendants breached the duty of care and due regard for the rights of plaintiffs by violating their civil rights as claimed herein and by violating the provisions of the labor codes as complained of in this complaint.

75. As a proximate result of defendants actions plaintiffs each have been damaged in an amount to be determined at time of trial.

IX

NINTH CAUSE OF ACTION

(Unfair and Unlawful Business Practice)

76. Plaintiffs reallege the allegations of the Eighth Cause of Action as though set forth fully herein.

77. Defendants' actions violate the provisions of Business and Professions Code section 17200, et. seq. By violating plaintiffs' civil rights under California Govt. Code section 12940, et seq and Labor Code 1102.5, as complained of in this complaint, such actions consequently constitute an

unlawful, unfair and/or fraudulent business practice within the meaning of Business and Professions Code section 17200.

78. The harm to plaintiffs and each of them is an injury in fact in that each plaintiff has lost income, wages and employee benefits they are entitled to as a direct and proximate result of defendants' wrongful and unlawful actions.

79. The unlawful and unfair business practices present a continuing threat to employees of defendant and to the general public in that defendant, unless enjoined from the continuance of such actions, will adversely affect the reputation and privacy of debtors owing money to defendants because of defendants requirement that plaintiffs and fellow employees are required to collect debts in a manner that violates the California and Federal Fair Debt Collection practices acts codified California Civil Codes 1788-1788.33 and 15 USC Section 1692, et. seq.

WHEREFORE, plaintiffs pray for relief as set forth below:

1. For general damages in an amount according to proof;
2. For special damages according to proof;
3. For punitive damages in an appropriate amount;
4. For injunctive relief as allowed under the provisions Business and Professions Code 17200 and related statutes;
5. For attorneys fees as allowed under the FEHA
6. For attorneys fees as allowed under Code of Civil Procedure 1021.5
7. For costs of suit, and for such further relief as the Court may order.

DATED: 11/7/07

LAW OFFICES OF ROY L. LANDERS

Attorney for Plaintiffs, Andrew Williams, Roderick Murriel, Chad Alexander, Al Larraga and Cynthia Jimenez

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO
STREET ADDRESS: 330 West Broadway
MAILING ADDRESS: 330 West Broadway
CITY AND ZIP CODE: San Diego, CA 92101
BRANCH NAME: Central
TELEPHONE NUMBER: (619) 685-6144

PLAINTIFF(S) / PETITIONER(S): Andrew Williams et.al.

DEFENDANT(S) / RESPONDENT(S): HSBC-Auto Finance

WILLIAMS VS. HSBC-AUTO FINANCE

NOTICE OF CASE ASSIGNMENT	CASE NUMBER: 37-2007-00081369-CU-CR-CTL

Judge: Ronald S. Prager Department: C-71

COMPLAINT/PETITION FILED: 11/07/2007

CASES ASSIGNED TO THE PROBATE DIVISION ARE NOT REQUIRED TO COMPLY WITH THE CIVIL REQUIREMENTS LISTED BELOW

IT IS THE DUTY OF EACH PLAINTIFF (AND CROSS-COMPLAINANT) TO SERVE A COPY OF THIS NOTICE WITH THE COMPLAINT (AND CROSS-COMPLAINT).

ALL COUNSEL WILL BE EXPECTED TO BE FAMILIAR WITH SUPERIOR COURT RULES WHICH HAVE BEEN PUBLISHED AS DIVISION II, AND WILL BE STRICTLY ENFORCED.

TIME STANDARDS: The following timeframes apply to general civil cases and must be adhered to unless you have requested and been granted an extension of time. General civil consists of all cases except: Small claims appeals, petitions, and unlawful detainers.

COMPLAINTS: Complaints must be served on all named defendants, and a CERTIFICATE OF SERVICE (SDSC CIV-345) filed within 60 days of filing. This is a mandatory document and may not be substituted by the filing of any other document.

DEFENDANT'S APPEARANCE: Defendant must generally appear within 30 days of service of the complaint. (Plaintiff may stipulate to no more than a 15 day extension which must be in writing and filed with the Court.)

DEFAULT: If the defendant has not generally appeared and no extension has been granted, the plaintiff must request default within 45 days of the filing of the Certificate of Service.

THE COURT ENCOURAGES YOU TO CONSIDER UTILIZING VARIOUS ALTERNATIVES TO LITIGATION, INCLUDING MEDIATION AND ARBITRATION, PRIOR TO THE CASE MANAGEMENT CONFERENCE. MEDIATION SERVICES ARE AVAILABLE UNDER THE DISPUTE RESOLUTION PROGRAMS ACT AND OTHER PROVIDERS. SEE ADR INFORMATION PACKET AND STIPULATION.

YOU MAY ALSO BE ORDERED TO PARTICIPATE IN ARBITRATION PURSUANT TO CCP 1141.10 AT THE CASE MANAGEMENT CONFERENCE. THE FEE FOR THESE SERVICES WILL BE PAID BY THE COURT IF ALL PARTIES HAVE APPEARED IN THE CASE AND THE COURT ORDERS THE CASE TO ARBITRATION PURSUANT TO CCP 1141.10. THE CASE MANAGEMENT CONFERENCE WILL BE CANCELLED IF YOU FILE FORM SDSC CIV-359 PRIOR TO THAT HEARING

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN DIEGO-SAN DIEGO JUDICIAL DISTRICT

ANDREW WILLIAMS, RODERICK MURRIEL, ALFRED LARRAGA, CHAD ALEXANDER AND CYNTHIA JIMENEZ Plaintiffs, vs. HSBC-AUTO FINANCE AND DOES, 1-20, INCLUSIVE Defendants.	Case No.: 37-2007-00081369-CU-CR-CTL STIPULATION FOR FILING FIRST AMENDED COMPLAINT; [PROPOSED] ORDER

The parties to this action, through their respective counsel of record, stipulate that plaintiffs Andrew Williams, Roderick Murriel, Alfred Larraga, Chad Alexander and Cynthia Jimenez may file the attached First Amended Complaint in this action.

It is further agreed that:

1. All the allegations are deemed to be denied by defendant HSBC Auto Finance Inc.

2. Service is deemed effective the date this stipulation is executed by counsel for HSBC Auto Finance Inc.

3. Defendant HSBC Auto Finance Inc. has 14 days from the date of signing this stipulation

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to plead or otherwise respond to the First Amended Complaint.

SO STIPULATED:

Dated: July 17, 2008

LUCE, FORWARD, HAMILTON & SCRIPPS LLP

By: Kathryn A. Bernert

Kathryn A. Bernert
Nykla J. Wilson
Attorneys for Defendant HSBC-AUTO FINANCE

Dated: July 25, 2008

LAW OFFICES OF ROY L. LANDERS

By: Roy L. Landers

Roy L. Landers
Attorney for Plaintiffs Andrew Williams, Roderick Murriel, Alfred Larraga, Chad Alexander and Cynthia Jimenez

ORDER

Under the terms of the above stipulation,

IT IS ORDERED that the attached First Amended Complaint be filed in this action.

Dated:______________

____
Judge

701022810.1

LAW OFFICES OF ROY L. LANDERS
ROY L. LANDERS (BAR #64920)
7840 MISSION CENTER COURT, SUITE 101
SAN DIEGO, CALIFORNIA 92108
TELEPHONE (619) 296-7898
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Attorney for Plaintiffs, Andrew Williams, Roderick Murriel, Alfred Larraga, Chad Alexander and Cynthia Jimenez

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN DIEGO-SAN DIEGO JUDICIAL DISTRICT

ANDREW WILLIAMS, RODERICK MURRIEL, ALFRED LARRAGA, CHAD ALEXANDER AND CYNTHIA JIMENEZ Plaintiffs, vs. HSBC-AUTO FINANCE AND DOES, 1-20, INCLUSIVE Defendants.	Case No.: 37-2007-00081369-CU-CR-CTL FIRST AMENDED COMPLAINT FOR DAMAGES RE: VIOLATION OF CIVIL RIGHTS RE: RACE DISCRIMINATION; SEXUAL HARASSMENT; RETALIATION; WRONGFUL CONSTRUCTIVE TERMINATION OF EMPLOYMENT IN VIOLATION OF PUBLIC POLICY; WRONGFUL TERMINATIONAL IN VIOLATION OF PUBLIC POLICY; VIOLATION OF LABOR CODE SECTIONS 2856 AND 1102.5; VIOLATION OF FAIR DEBT COLLECTION PRACTICE ACT; VIOLATION OF CALIFORNIA FAIR DEBT COLLECTION PRACTICE LAWS; VIOLATION OF FAIR CREDIT REPORTING ACT;UNLAWFUL AND UNFAIR BUSINESS PRACTICE; INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS;PUNITIVE DAMAGES

Plaintiffs allege:

I

FACTS COMMON TO ALL CAUSE OF ACTION

1. At all times material to this complaint, defendant HSBC was a duly organized corporate entity authorized and conducting business within the State of California and County of San Diego.

2. Defendants Does 1-20, are sued under fictitious names pursuant to Code of Civil Procedure section 474. Plaintiffs are informed and believe and on that basis allege, that each defendant sued under such fictitious names is in some manner responsible for the wrongs and damages alleged in

this complaint and in so acting was functioning as the agent, servant, partner, and employee of the codefendants, and in committing the actions mentioned herein was acting within the course and scope of his or her authority as such agent, servant, partner, and employee with the permission and consent of the codefendants.

3. Plaintiff Andrew Williams was employed with defendant HSBC, or previous entities of which HSBC acquired, for approximately nine years. His primary duties and responsibility has been to collect past due debts from debtors of HSBC who owe on vehicles financed by HSBC. Plaintiff Williams's title was that of "Collector". At all times during the tenure of his employment, plaintiff Williams has been a good performing employee performing his duties in a satisfactory and acceptable manner on behalf of HSBC.

4. Plaintiff Alfred Larraga was employed with defendant HSBC for more than five years as a collector, among other employee functions, and also performed the duties and responsibilities of collecting past due debts from debtors of HSBC. At all times during his employment, plaintiff Larraga performed his duties in a satisfactory manner on behalf of HSBC.

5. Plaintiff Chad Alexander was employed by HSBC in the capacity of a collector with his primary duties being a collector of past due debts from debtors of HSBC. At all times herein plaintiff Alexander performed his duties in a satisfactory and competent manner on behalf of HSBC.

6. Plaintiffs Cynthia Jimenez and Roderick Murriel at all times herein were collectors on behalf of defendant HSBC with duties and responsibilities of collecting outstanding debts from debtors of HSBC. Plaintiff's Murriel and Jimenez each worked for HSBC for more than two years prior to their termination from HSBC's employment.

7. At all times herein each of the plaintiffs, as collectors of debts from debtors, was required to follow debt collection laws under the federal Fair Debt Collection Practice Act (FDCPA 15 USC § 1692 et. seq.); the California Debt Collection Practice Act (Calif. Civ. Code § 1788-1788.33) and to ensure compliance with the Fair Credit Reporting Act (15 USC §1681, et. seq.). Defendant HSBC, as a creditor and collector of debt and employer of persons collecting such debts was also required to follow the laws governing the manner in which debt collection and credit reporting was to be carried out on a day to day basis.

I

FIRST CAUSE OF ACTION

(Discrimination In Employment On The Basis Of Race)

8. The allegations of paragraphs 1-7 are realleged and incorporated herein by reference. This cause of action is on behalf of plaintiffs Andrew Williams and Roderick Murriel.

9. At all times herein Government Code sections 12940 et. seq. were in full force and effect and was binding on defendants. These sections require defendants to refrain from discriminating against any employee on the basis of race, among other things. Within the time provided by law, plaintiffs filed a complaint with the California Department of Fair Employment and Housing, in full compliance with these sections, and received a right-to-sue letter.

10. During the course of plaintiffs' employment, plaintiffs made application for promotion to supervisor and other management positions offered by defendant at various and sundry times. Plaintiffs, African-Americans, although qualified for such positions were denied promotions to manager and/or supervisor. On numerous occasions white or non-African American employees with less or no more qualifications than plaintiffs were promoted to manager or supervisor to positions that each plaintiff qualified for. Plaintiff Andrew Williams, on more than one occasion, had trained the person who ultimately was promoted to the position of supervisor/manager.

11. Plaintiffs inquired as to why they were not considered for promotion to supervisor/manager. The response generally was that plaintiffs would be considered for the next open supervisor/manager position. Plaintiffs' were in fact not considered for open supervisor or managers positions and on more than one occasion plaintiffs' are informed and believe and thereon allege that defendants did not post the open positions in a manner that allowed HSBC employees a reasonable opportunity to apply for management/supervisor positions. Defendant simply promoted whom they chose and did not give plaintiffs' an opportunity to apply and be considered for promotion. Plaintiffs are informed and believe and thereon allege that defendants had in previous times provided written in house notice of opportunity for promotions and then discontinued that practice, which further removed plaintiffs' access to knowledge of any open possibilities for promotion to supervisor or manager.

Plaintiffs' protested to defendants that such actions were unfair and discriminatory. Defendants ignored plaintiffs' protest.

12. These discriminatory practices have prevailed during plaintiffs' employment with defendant and plaintiffs are informed and believe and thereon allege such practices continue to up to the time of the filing of this complaint.

13. Plaintiffs are informed and believe and thereon allege that their race (African-American) was a factor in defendants' refusal to promote them. Such discrimination is in violation of Government Code section 12940 et seq. and has resulted in denial of equal employment opportunity for plaintiffs and has caused damage and injury to plaintiffs as alleged herein.

14. As a proximate result of defendants' willful, knowing, and intentional discrimination against plaintiffs, plaintiffs have sustained and continue to sustain substantial losses in earnings and other employment benefits all to their damage in an amount to be determined at time of trial.

15. As a proximate result of defendants' willful, knowing and intentional discrimination against plaintiffs they have suffered and continue to suffer humiliation, emotional distress, and mental and physical pain, suffering and anguish, all to their damage in a sum according to proof.

16. In light of defendants' willful, knowing, and intentional discrimination against plaintiffs, plaintiffs seek an award of punitive and exemplary damages in an amount according to proof.

17. Plaintiffs have incurred and continue to incur legal expenses and attorney fees. Plaintiffs are presently unaware of the precise amount of these expenses and fees and prays leave of court to amend this complaint when the amounts are more fully known.

II

SECOND CAUSE OF ACTION

(Sexual Harassment)

18. The allegations of paragraphs 1-7 are realleged and incorporated herein by reference. This cause of action is on behalf of plaintiff Roderick Murriel.

19. At all times mentioned in this complaint, Government Code sections 12940 et seq. were in full force and effect and was binding on defendants. These sections require defendants to refrain from discriminating against and harassing any employee on the basis of sex, among other things. Within

the time provided by law, plaintiff filed a complaint with the California Department of Fair Employment and Housing, in full compliance with these sections, and received a right-to-sue-letter.

20. During the course of plaintiff Murriel's employment with defendants, defendants allowed and created a sexually hostile environment within which plaintiff was required to work and discriminated against and harassed plaintiff on the basis of plaintiff's sex. The discriminatory action was perpetrated by one of defendant's female managing agents, who also was plaintiff's direct supervisor. The actions that constituted sexual harassment are:

(a) Plaintiff's female supervisor made sexual advancements toward plaintiff on and off the job. Plaintiff and said supervisor engaged in a voluntary consensual sexual relationship.

(b). Subsequently, plaintiff told his female supervisor that he no longer wanted to be involved with her in a sexual relationship and that plaintiff wanted to work for defendant HSBC free from any perceived or actual pressure to continue having sex with her. Plaintiff's request was ignored by his supervisor and the supervisor continued to pursue him and request sexual favors from him. Plaintiff continued to rebuff his supervisor's advances and because of her actions plaintiff's work environment became increasing hostile due to his supervisors continued pressure to have sex with her.

(c). Ultimately plaintiff complained to defendants that he was being sexually harassed by his supervisor. Rather than taking plaintiff's complaint seriously, defendants told plaintiff that it was unbelievable that the female supervisor would be having a sexual relationship with him or that she even suggested such a relationship. Plaintiff was put on notice by defendants that he would be subject to termination and possible legal action for making such statements. Plaintiff was shocked, hurt and humiliated to be treated in the manner he was treated by defendants. Defendants did nothing to investigate his complaints and put plaintiff on notice that unless he ceased from making such complaints his employment was in jeopardy.

21. Plaintiff is informed and believes and thereon alleges that his female supervisor then filed a complaint against him with defendants alleging that he was making false statements about her and that it was plaintiff making sexual advances toward her rather than her toward him. Contrary to how defendants reacted to plaintiff's complaint, defendants put plaintiff on immediate notice that he

was under investigation and that he could lose his job. Plaintiff was put under tremendous pressure and stress and told by defendants that he would be fired unless he could show proof of his original allegations against the female supervisor. Plaintiff did in fact show documentation to defendants that he had been pursued by his female supervisor on and off defendants' premises. Thereafter, defendant reversed the original threat to terminate plaintiff and instead terminated plaintiff's female supervisor.

22. After the termination of plaintiff's supervisor, several of plaintiff's co-workers accused plaintiff of causing his female supervisor to be terminated and even resorted to sending plaintiff emails that suggested he was not wanted in the working environment. When plaintiff protested the manner in which he was being treated, defendants did nothing to stop it and further informed plaintiff that he himself would be subject to termination if plaintiff was not careful.

23. Plaintiff was ostracized within his work place and suffered extreme emotional and mental distress to the point where he was forced to resign from employment with defendants all to this damage in an amount to be determined at time of trial. Such discrimination and harassment, as complained of herein, is in violation of Government Code section 12940 et seq. and the public policy embodied therein, and has resulted in damage and injury to plaintiff as alleged herein.

24. As a proximate result of defendants' conduct, plaintiff has suffered and continues to suffer humiliation, emotional distress, and mental and physical pain and anguish, all to his damage in a sum according to proof.

25. Defendants' conduct as described above was willful, despicable, knowing, and intentional; accordingly, plaintiff seeks an award of punitive and exemplary damages in an amount according to proof.

26. Plaintiff has incurred and continues to incur legal expenses and attorney fees. Plaintiff is presently unaware of the precise amount of these expenses and fees and prays leave of court to amend this complaint when the amounts are more fully known.

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III

THIRD CAUSE OF ACTION

(Violation of Calif. Constitutional Rights)

27. The allegations of the First and Second Causes of Action are realleged and incorporated herein by reference. This cause of action is on behalf of plaintiffs Williams and Murriel.

28. At all times mentioned in this complaint, California Constitution Article I, Section 8 was in full force and effect and was binding on defendants. This section requires defendants to refrain from discrimination against any employee on the basis of race or sex.

29. Plaintiffs believe and thereon allege that their race was a factor in defendants' refusal to promote them and a factor in the manner in which plaintiff Murriel was treated with regard to his complaints of sexual harassment. These discriminatory actions have occurred within a year from the filing of this action and such actions are in violation of the public policy of the State of California as reflected in California Constitution Article I, Section 8, and has resulted in damages and injury to plaintiffs as alleged herein.

30 As a proximate result of defendants' willful, knowing and intentional discrimination against plaintiffs, they have sustained and continue to sustain substantial losses in earnings and other employment benefits.

31. As a proximate result of defendants' willful, knowing, and intentional discrimination against plaintiffs, they have suffered and continue to suffer humiliation, emotional distress, and mental and physical pain and anguish, all to their damage in a sum according to proof.

32. In light of defendants' willful, knowing, and intentional discrimination against plaintiffs, plaintiffs seek an award of punitive and exemplary damages in an amount according to proof.

33. Plaintiffs have incurred and continue to incur legal expenses and attorney's fees. Plaintiffs are presently unaware of the precise amount of these expenses and fees and pray leave of court to amend this complaint when the amounts are more fully known.

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IV

FOURTH CAUSE OF ACTION

(VIOLATION OF LABOR CODES SECTIONS 2856 AND 1102.5)

34. The allegations of paragraphs 1-7 are realleged and incorporated by reference herein.

35. Each of the plaintiffs worked as debt collectors on behalf of defendants attempting to collect debts owed to defendant HSBC by various and sundry debtors and collection of debts that HSBC sought to collect on behalf of others.

36. During the course of their employment, each of the plaintiffs were encouraged to and required, as a part of their duties, to make telephone calls to and assign collections to outside collection agencies and repossession agents whom plaintiffs became aware of and understood that such agents violated the rights of debtors in attempting to collect outstanding debts on behalf of HSBC and thereby violated California Debt Collection Practices (Calif. Civil Code sections 1788-1788.33);the Federal Fair Debt Collection Practice Act. (FDCPA) (15 USC Section 1962 and the Fair Credit Reporting Act. (15 USC 1681 et. seq.). In addition, plaintiffs, during the course of their normal work days, observed HSBC debt collectors violating debt collection and fair credit reporting laws on a daily basis.

37. These prompted and encouraged acts included, but were not limited to:

(a) Unconscionable and unfair means of collections such as discharging debts of debtors and then assigning the alleged discharged debt to a collection agency and harassing the debtor for said debt.

(b) Intentionally misrepresenting to debtors that a lawsuit would be filed against the debtor when in fact defendant HSBC had no intention of doing so and did not file such an action;

(c) Wrongfully contacting third parties such as neighbors, friends and family members of debtors and seeking personal and private information about the subject debtor and after revealing that debtor owed a past due debt, requesting the third parties assistance in finding vehicles on which payments were owed to HSBC or providing information on debtors in return for financial payment from HSBC.

(d) Making threats to debtors with prior knowledge that defendant HSBC had no intention of carrying out the threat;

(e) Harassing debtors with incessant and repeated phones calls within time periods that the California Debt Collection and FDCPA did not allow.

(f) Making harassing and annoying telephone calls in a repeated manner to debtors by use of an automatic dialer with intent or knowledge that such calls were abusive and harassing.

(g) Use of abusive and obscene language in coercing debtors to pay outstanding balances owed to defendant HSBC.

(h) Acquiring unlisted phone numbers and other private information of debtors through unlawful and deceptive means.

(i) Knowing and/or negligently reporting false and incorrect credit information about debtors to credit reporting agencies.

(j) Continuing to contact debtors after being informed by a debtor that debtor was represented by an attorney and having knowledge of the attorneys address or contact information.

(k) Deceptive and unfair practice of promising debtors that a debt would be discharged completely without adverse credit reporting and without any loan deficiency claims if the debtor voluntarily surrendered the debt collateral and after the debtor complied seeking a deficiency claim against the debtor and causing false credit reporting information reports to credit reporting agencies.

38. Plaintiffs protested these practices and refused to comply with defendants requests. On numerous occasions plaintiffs complained to defendants and informed defendant HSBC that management and supervisory personnel, as a condition of continued employment, regularly required plaintiffs to violate the rights of debtors as alleged herein and begin to be punitive with employees who did not comply with said requests. Such punitive and retaliatory actions included reassignments of work loads that caused plaintiffs to fail to meet quotas and collection goals set by HSBC whereas the plaintiffs had been meeting such goals prior to making the protests to defendants; manipulation of accounts favoring employees who violated FDCPA and FRCA laws to the detriment of plaintiffs and providing plaintiffs poor performance ratings whereas in the past plaintiffs had been rated satisfactory or above.

39. Plaintiff's also presented to defendants written proof of fair debt collection practice violations, theft, embezzlement and other improprieties of certain management employees. Defendant did nothing to stop or otherwise ensure these practices were stopped.

40. Plaintiff's filed complaints with the California Attorney General's office, the California Labor Board, California Occupational and Health and Safety department and local governmental agencies and are informed and believe and thereon allege that defendants became aware of said complaints. Thereafter defendants continued to create such a hostile and stress filled working environment within which plaintiffs were required to work that ultimately plaintiffs become so stressed, worried and chagrined that they each have suffered mental, emotional and physical damage and some have had to seek professional medical and psychological help. Because of such stress, strain and hostility within their work place plaintiffs have been forced to quit or have been terminated from their jobs by HSBC. As a direct result, plaintiffs have lost wages and other benefits all to their damage in an amount to be determined at time of trial.

41. Despite plaintiffs complaints and refusal to violate debt collector laws, defendants have consistently told plaintiffs it was not their job to do anything but what they are told. Defendants even acknowledged that some of its practices violated debt collector laws but that plaintiffs should continue to comply with defendants' work requests. Plaintiffs were told "just do what we tell you and we will deal with the lawsuits if they come".

42. Plaintiffs refused to continue to work under such circumstances and continue to refuse to work under such circumstances.

43. Because of the unlawful requirements placed upon plaintiffs to violate California and Federal fair debt collection practice acts and defendants' refusal to investigate the allegations of such practices, defendants placed plaintiffs in a position that caused them great stress, aggravation, humiliation and fear that they could be held personally liable for any claims made by any debtor alleging unlawful debt collection practice actions against plaintiffs as employees of defendant HSBC. Plaintiffs have suffered damages in the following manner as a result of defendants' actions:

(a) Plaintiff Andrew Williams has suffered great and extreme emotional distress to the extent that he has been placed under doctor and psychiatric care and has been wrongfully forced from his job with defendant HSBC and therefore has been constructively discharged from his employment all to his damage in an amount to be determined at time of trial.

(b) Plaintiff Al Larraga has suffered great and extreme emotional distress to the extent he has been forced to seek medical and psychological assistance and has suffered loss of pay and days of work as a direct result of defendants' actions and has been forced from his work and thereby constructively terminated by HSBC.

(c) Plaintiff Cynthia Jimenez has suffered such emotional and mental distress to the point that she has been forced to resign her employment with defendant because of defendant's failure and refusal to cease and desist from requiring employees to work in a manner that causes them to violate the laws governing fair debt collection practice and fair credit reporting laws.

(d) Plaintiff Roderick Murriel has suffered great and extreme emotional distress to the point that he has been forced to resign his employment with defendant because of defendants' failure and refusal to cease and desist from requiring employees to work in a manner that causes them to violate the laws governing fair debt collection practice and fair credit reporting act laws and in addition, the creating of a hostile working environment based upon sexual harassment.

(e) Plaintiff Chad Alexander has suffered emotional and mental distress and has been summarily terminated from his job, in part, based upon his protests and failure to violate debt collection practice statutes and regulations the fair credit reporting act.

44. The actions of defendants violated the prohibitive provisions of California Labor Code section 2856 and 1102.5.

45. Labor Code section 2856 states "an employee shall substantially comply with all the directions of his employer concerning the service on which he is engaged, except where such obedience is impossible or unlawful, or would impose new and unreasonable burdens upon the employee".

46. Labor Code section 1102.5 states in pertinent part: "(a) An employer may not make, adopt, or enforce any rule, regulation, or policy preventing an employee from disclosing information to a government or law enforcement agency, where the employee has reasonable cause to believe that the information discloses a violation of state or federal statue, or violation or noncompliance with a state or federal rule or regulation". (b) "An employer may not retaliate against an employee for

disclosing information to a government or law enforcement agency, where the employee has reasonable cause to believe that the information discloses a violation of state or federal statute, or a violation or noncompliance with a state or federal rule or regulation". (c) "An employer may not retaliate against an employee for refusing to participate in an activity that would result in a violation of a state or federal statue, or a violation or noncompliance with a state or federal rule or regulation". Subsection (f) of Labor Code section 1102.5 provides that: "in addition to other penalties, an employer that is a corporation or limited liability company is liable for a civil penalty not exceeding ten thousand dollars ($10,000) for each violation of this section.

47. Defendants actions complained of herein violated Labor Code section 1102.5 subsections (a)-(c). As such plaintiffs, pursuant to the provisions of Labor Code section 2856, did not have to follow directions and/or orders by defendants to violate fair debt collection practice laws and regulations.

48. Plaintiffs are entitled to and do seek damages under Labor Code section 1102.5 in the amount of $10,000 for each violation as allowed under the statute in addition to other penalties and claims made herein.

V

FIFTH CAUSE OF ACTION

(Wrongful Termination of Employment In Violation of Public Policy)

49. The allegations of the First through the Fourth Causes of Action are incorporated herein as though set forth fully. This action is on behalf of all plaintiffs.

50 At all times herein Plaintiff Roderick Murriel believes and thereon alleges that his gender and race was a factor in the manner in which he has been treated. At all times herein Plaintiffs Cynthia Jimenez, Roderick Murriel, Andrew Williams, Alfred Larraga and Chad Alexander believe and thereon allege that their protesting of defendants requirement to violate fair debt collection practice laws and regulations and fair credit reporting act laws was a factor in defendants creating a hostile working environment such that they were terminated and/or forced to resign and was constructively terminated from their positions. Plaintiff Andrew Williams alleges that his race was also a factor in the constructive termination of his employment.

51. As a result of plaintiffs' complaints and protests defendants violated their civil rights and/or violated Labor Code laws prohibiting the actions complained of by the plaintiffs herein. Such actions violated the public policy embodied within Labor Code code sections 1102.5; California Constitution Article I, Section 8; 15 USC 1692, et. seq.; 15 USC 1681, et. seq.; and California Civ. Code sections 1788-1788.33.

52. Plaintiff's Murriel, Williams, Larraga and Jimenez allege that the actions of defendants causing them to leave their employment amount to a constructive discharge of employment in violation of public policy.

53. Plaintiff Chad Alexander alleges that the actions of defendants, by terminating his employment, amount to retaliation and wrongful termination on the basis of violation of a public policy.

54. As a proximate result of defendants' willful, knowing, and intentional discrimination and retaliation against plaintiffs, they have sustained and continue to sustain substantial losses in earnings and other employment benefits.

55. As a proximate result of defendants' willful, knowing, and intentional discrimination and retaliation against plaintiffs, they have suffered and continue to suffer humiliation, emotional distress, and mental and physical pain and anguish, all to their damage in a sum according to proof.

56. In light of defendants' willful, knowing, and intentional discrimination against plaintiffs, plaintiffs seeks an award of punitive and exemplary damages in an amount according to proof.

57. Plaintiffs have incurred and continue to incur legal expenses and attorney fees. Plaintiffs are presently unaware of the precise amount of these expenses and fees and pray leave of court to amend this complaint when the amounts are more fully known.

VI

SIXTH CAUSE OF ACTION

(Intentional Infliction of Emotional Distress)

58. Plaintiffs reallege the allegations of the Fifth Cause of action and incorporate the same herein.

59. Defendants actions were willful, intentional, malicious and done with conscious disregard of the rights of plaintiffs and designed to cause and did cause plaintiffs extreme mental and emotional suffering all to their damage in an amount to be determined at time of trial.

60. Defendants' conduct, as described above, was willful, despicable, knowing, and intentional. Accordingly, plaintiffs seek an award of punitive and exemplary damages in an amount according to proof.

VII

SEVENTH CAUSE OF ACTION

(Unfair and Unlawful Business Practice)

61. Plaintiffs reallege the allegations of the Sixth Cause of Action as though set forth fully herein.

62. Defendants' actions violate the provisions of Business and Professions Code section 17200, et. seq. by violating plaintiffs' civil rights under California Govt. Code section 12940, et seq; Labor Code 28565; Labor Code 1102.5, 15 USC 1692 and 15 USC 1681. As complained of in this complaint, such actions consequently constitute an unlawful, unfair and/or fraudulent business practice within the meaning of Business and Professions Code section 17200.

63. The harm to plaintiffs and each of them is an injury in fact in that each plaintiff has lost income, wages and employee benefits they are entitled to as a direct and proximate result of defendants' wrongful and unlawful actions.

64. The unlawful and unfair business practices present a continuing threat to employees of defendant and to the general public in that defendant, unless enjoined from the continuance of such actions, will adversely affect the credit reputation and privacy of debtors owing money to defendants because of defendants requirement that plaintiffs and fellow employees are required to collect debts in a manner that violates the California and Federal Fair Debt Collection practices acts codified in California Civil Codes 1788-1788.33 and 15 USC Section 1692, et. seq.

WHEREFORE, plaintiffs pray for relief as set forth below:

1. For general damages in an amount according to proof;
2. For special damages according to proof;
3. For statutory damages in the amount of $1,000 pursuant to the provisions of 15 USC 1692k
4. For statutory damages in the amount of $10,000 for each violation as provided for in Labor Code section 1102.5;
5. For punitive damages in an appropriate amount;

6. For injunctive relief as allowed under the provisions Business and Professions Code 17200 and related statutes;
7. For attorneys fees as allowed under the FEHA
8. For attorneys fees as allowed under Code of Civil Procedure 1021.5
9. For costs of suit, and for such further relief as the Court may order.

DATED: 6/20/08 LAW OFFICES OF ROY L. LANDERS

Roy L. Landers

Attorney for Plaintiffs, Andrew Williams, Roderick Murriel, Chad Alexander, Al Larraga and Cynthia Jimenez

JS 44 (Rev. 12/07)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS
ANDREW WILLIAMS, RODERICK MURRIEL, ALFRED LARRAGA, CHAD ALEXANDER AND CYNTHIA JIMENEZ

DEFENDANTS
HSBC AUTO FINANCE, INC.

FILED
2008 JUL 31 PM 3:06
CLERK US DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA
BY: DEPUTY

'08 CV 1391 BEN RBB

(b) County of Residence of First Listed Plaintiff San Diego
(EXCEPT IN U.S. PLAINTIFF CASES)

County of Residence of First Listed Defendant
(IN U.S. PLAINTIFF CASES ONLY)
NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.

(c) Attorney's (Firm Name, Address, and Telephone Number)
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Law Offices of Roy L. Landers
7840 Mission Center Court, Suite 101
San Diego, CA 92108
Telephone: (619) 296-7898

Attorneys (If Known)
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Nykia J. Wilson
Luce Forward Hamilton & Scripps, LLP
11988 El Camino Real, Suite 200
San Diego, CA 92130-2594
Telephone: (858) 720-6300

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☒ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant
- ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant) (For Diversity Cases Only)

	PTF	DEF		PTF	DEF
Citizen of This State	☐ 1	☐ 1	Incorporated *or* Principal Place of Business In This State	☐ 4	☐ 4
Citizen of Another State	☐ 2	☐ 2	Incorporated *and* Principal Place of Business In Another State	☐ 5	☐ 5
Citizen or Subject of a Foreign Country	☐ 3	☐ 3	Foreign Nation	☐ 6	☐ 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT
☐ 110 Insurance
☐ 120 Marine
☐ 130 Miller Act
☐ 140 Negotiable Instrument
☐ 150 Recovery of Overpayment & Enforcement of Judgment
☐ 151 Medicare Act
☐ 152 Recovery of Defaulted Student Loans (Excl. Veterans)
☐ 153 Recovery of Overpayment of Veteran's Benefits
☐ 160 Stockholders' Suits
☐ 190 Other Contract
☐ 195 Contract Product Liability
☐ 196 Franchise

REAL PROPERTY
☐ 210 Land Condemnation
☐ 220 Foreclosure
☐ 230 Rent Lease & Ejectment
☐ 240 Torts to Land
☐ 245 Tort Product Liability
☐ 290 All Other Real Property

TORTS

PERSONAL INJURY
☐ 310 Airplane
☐ 315 Airplane Product Liability
☐ 320 Assault, Libel & Slander
☐ 330 Federal Employers' Liability
☐ 340 Marine
☐ 345 Marine Product Liability
☐ 350 Motor Vehicle
☐ 355 Motor Vehicle Product Liability
☐ 360 Other Personal Injury

PERSONAL INJURY
☐ 362 Personal Injury—Med. Malpractice
☐ 365 Personal Injury — Product Liability
☐ 368 Asbestos Personal Injury Product Liability

PERSONAL PROPERTY
☐ 370 Other Fraud
☐ 371 Truth in Lending
☐ 380 Other Personal Property Damage
☐ 385 Property Damage Product Liability

CIVIL RIGHTS
☐ 441 Voting
☐ 442 Employment
☐ 443 Housing/ Accommodations
☐ 444 Welfare
☐ 445 Amer. w/Disabilities - Employment
☐ 446 Amer. w/Disabilities - Other
☐ 440 Other Civil Rights

PRISONER PETITIONS
☐ 510 Motions to Vacate Sentence
Habeas Corpus:
☐ 530 General
☐ 535 Death Penalty
☐ 540 Mandamus & Other
☐ 550 Civil Rights
☐ 555 Prison Condition

FORFEITURE/PENALTY
☐ 610 Agriculture
☐ 620 Other Food & Drug
☐ 625 Drug Related Seizure of Property 21 USC 881
☐ 630 Liquor Laws
☐ 640 R.R. & Truck
☐ 650 Airline Regs.
☐ 660 Occupational Safety/Health
☐ 690 Other

LABOR
☐ 710 Fair Labor Standards Act
☐ 720 Labor/Mgmt. Relations
☐ 730 Labor/Mgmt.Reporting & Disclosure Act
☐ 740 Railway Labor Act
☐ 790 Other Labor Litigation
☐ 791 Empl. Ret. Inc. Security Act

IMMIGRATION
☐ 462 Naturalization Application
☐ 463 Habeas Corpus – Alien Detainee
☐ 465 Other Immigration Actions

BANKRUPTCY
☐ 422 Appeal 28 USC 158
☐ 423 Withdrawal 28 USC 157

PROPERTY RIGHTS
☐ 820 Copyrights
☐ 830 Patent
☐ 840 Trademark

SOCIAL SECURITY
☐ 861 HIA (1395ff)
☐ 862 Black Lung (923)
☐ 863 DIWC/DIWW (405(g))
☐ 864 SSID Title XVI
☐ 865 RSI (405(g))

FEDERAL TAX SUITS
☐ 870 Taxes (U.S. Plaintiff or Defendant)
☐ 871 IRS—Third Party 26 USC 7609

OTHER STATUTES
☐ 400 State Reapportionment
☐ 410 Antitrust
☐ 430 Banks and Banking
☐ 450 Commerce
☐ 460 Deportation
☐ 470 Racketeer Influenced and Corrupt Organizations
☐ 480 Consumer Credit
☐ 490 Cable/Sat TV
☐ 810 Selective Service
☐ 850 Securities/Commodities/ Exchange
☐ 875 Customer Challenge 12 USC 3410
☒ 890 Other Statutory Actions
☐ 891 Agricultural Acts
☐ 892 Economic Stabilization Act
☐ 893 Environmental Matters
☐ 894 Energy Allocation Act
☐ 895 Freedom of Information Act
☐ 900Appeal of Fee Determination Under Equal Access to Justice
☐ 950 Constitutionality of State Statutes

V. ORIGIN (Place an "X" in One Box Only)

- ☐ 1 Original Proceeding
- ☒ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from another district (specify)
- ☐ 6 Multidistrict Litigation
- ☐ 7 Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTION
Cite the U.S. Civil Statute under which you are filing **(Do not cite jurisdictional statutes unless diversity):**
15 U.S.C. § 1692 et seq. and 15 U.S.C. § 1681 et seq.
Brief description of cause:
Violations of the Fair Debt Collection Practices Act and the Fair Credit Reporting Act, inter alia

VII. REQUESTED IN COMPLAINT:
☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23
DEMAND $
CHECK YES only if demanded in complaint:
JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY (See instructions): JUDGE DOCKET NUMBER

DATE
July 31, 2008

SIGNATURE OF ATTORNEY OF RECORD
[signature]

FOR OFFICE USE ONLY

RECEIPT # 153523 AMOUNT $350 APPLYING IFP JUDGE MAG. JUDGE

7/31/08

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UNITED STATES
DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA
SAN DIEGO DIVISION

# 153523 - TC

July 31, 2008
15:05:11

Civ Fil Non-Pris
USAO #.: 08CV1391
Judge..: ROGER T BENITEZ
Amount.: $350.00 CK
Check#.: BC40599

Total-> $350.00

FROM: ANDREW WILLIAMS ET AL.
VS
HSBC AUTO FINANCE

√ # 40599
822220